UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
NEW YORK BRANCH OFFICE

L.I.F. INDUSTRIES A/K/A LONG ISLAND FIRE PROOF DOOR

And **Case 29-CA-181174**

NEW YORK CITY AND VICINITY DISTRICT COUNCIL OF CARPENTERS

Kimberly Walters, Esq., for the General Counsel.
Denise Forte, Esq., for the Respondent.
Nicholas Johnson, Esq., for the Charging Party.

DECISION

STATEMENT OF THE CASE

JEFFREY P. GARDNER, Administrative Law Judge. The charge was filed on July 28, 2016, and the complaint was issued on November 30, 2016. The complaint alleges Respondent violated Sections 8(a)(5) and (1) by failing and/or refusing to provide information requested by the Charging Party Union. The complaint was subsequently amended at trial to acknowledge the Union's receipt of certain of the requested information which was at issue in the complaint, and to add an allegation of unreasonable delay in furnishing the Union with that information.

On February 23, 2017, I conducted a trial at the Board's Regional Office in Brooklyn, New York, at which all parties were afforded the opportunity to present their evidence. At trial, the parties entered into a stipulation of certain facts, and submitted a series of Joint Exhibits as part of that stipulation (Jt. Exh. 1).[1] After the trial, the General Counsel and Respondent filed briefs,[2] which I have read and considered.

Upon consideration of the briefs, and the entire record, including the testimony of witnesses and my observation of their demeanor, I make the following

FINDINGS OF FACT

I. JURISDICTION

Respondent admits, and I find, that it is a domestic corporation with an office and place of business at 5 Harbor Park Dr., Port Washington, New York, and has been engaged in the manufacture and nonretail sale of hollow metal doors and frames. Respondent further admits, and I find, that in conducting its business operations during the most recent 12-month period, it

[1] Abbreviations used in this decision are as follows: "Tr." for the Transcript, "GC Exh." for the General Counsel's exhibits and "R. Exh." for Respondent's Exhibits. Specific citations to the transcript and exhibits are included only where appropriate to aid review, and are not necessarily exclusive or exhaustive.
[2] By letter dated April 12, 2017, the Charging Party adopted the General Counsel's brief.

sold and shipped from its Port Washington, New York facility nonretail goods valued in excess of $50,000 directly to points outside the state of New York.

Therefore, I find that Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

Background

Respondent is a member of the Hollow Metal Buck and Door Association Inc. (herein "the Association"), which exists for the purpose, inter alia, of representing its employer members in negotiating and administering collective-bargaining agreements (herein "CBAs"). Respondent's employees are represented for purposes of collective bargaining by the New York City and Vicinity District Council of Carpenters (herein "the Union"), a labor organization within the meaning of Section 2(5) of the Act. The Union and the Association have been parties to a series of CBAs, the most recent of which has been in effect since August 1, 2012, and runs through July 31, 2017 (Jt. Exh. 1(C)). It is undisputed that Respondent is bound by this most recent CBA.

In or about January 2016, a dispute had arisen between Respondent and the Union regarding proper payment for outside construction work performed by a number of unit employees, which was referred by the parties to arbitration.

The Union's Information Requests

The related arbitration was being handled on behalf of the Union by its attorney, Lydia Sikolakas, who also testified at trial as the General Counsel's only witness. I found her testimony to be consistent with documentary evidence in the parties' Joint Exhibits, and found her demeanor to be forthright and honest.

The only other witness at trial was Jonathan Bardavid, also an attorney, who was primarily handling the arbitration on behalf of Respondent, and who testified at trial for Respondent. Mr. Bardavid also seemed forthright and honest in his testimony. However, he did not testify to any facts contradictory to Ms. Sikolakas, other than to his belief as to the Union's motivations in making its information requests, which I do not find relevant in this case.

Ms. Sikolakas determined that information was needed from Respondent on the subject of payment to employees, both for purposes of pursuing the pending grievances, and in general to police the parties' contract. So, on April 8, 2016, Sikolakas sent a letter[3] by email and regular mail to Respondent's attorney, Jonathan Bardavid, requesting that Respondent furnish the Union with the following information:

"For the period February 23, 2009 to the present:

1. Certified payroll and internal payroll reports/records for all employees performing work for LIF in the District Council's jurisdiction.

[3] All of the Union's requests and correspondence relevant to this matter were made through counsel, specifically Ms. Sikolakas.

2. Pay stubs, sign in sheets, time cards, and any and all other documents indicating names, job title(s), and dates and hours of work of employees working for LIF in the District Council's jurisdiction.
3. Logs or records of outside work assignments or installation jobs; work orders, job/work tickets, job assignment sheets, time reports, and any other record of outside, installation or maintenance work performed by LIF, including dates and hours of work, employees who performed the work, entity for whom the work was performed, and location of work.
4. Any and all documents indicating names and job titles of LIF employees who have or had use of a company van or vehicle and dates of such use.
5. Any and all expense reports or documentation concerning employees' out of pocket expenses, purpose of the expense, and reimbursement of such expense (if applicable)."

(Jt. Exh. 1(J).)

Respondent provided no documents nor a written response to the Union's April 8, 2016 request. Instead, Sikolakas spoke with Bardavid by telephone, during which conversation Bardavid expressed Respondent's position that the information request was overbroad and unduly burdensome. As a result of that conversation, without formally waiving its right to receive all the information it originally requested, the Union agreed to narrow the scope of information that it was seeking from Respondent, at least for purposes of its pending arbitration.

Accordingly, on April 12, 2016, the Union, via email, renewed its request for information, but narrowed the scope of its request for documents from February 23, 2009, to include only the following six employees: Juan Oyola Oquendo; Carlos Alvarez; Junior Reyez; Anthony Tirlokhi; Joseph Ecker; and Danny Dore. For all other unit employees, the Union requested the information only dating back to January 1, 2015. (Jt. Exh. 1(K).) Notwithstanding the Union's narrowing of its information request, Respondent responded the same day, also via email, stating that the request was still overbroad, and that Respondent could not compile the information within the requested time period, nor would it be able to provide the information prior to the parties' scheduled arbitration. Respondent suggested the Union adjourn the pending arbitration. (Jt. Exh. 1(K).)

Later that day, the Union advised Respondent, via email, that it did not intend to request an adjournment, and inquired when Respondent would be furnishing the requested information. Respondent answered, via email, that the information request was overbroad, irrelevant and very burdensome, and that the documents would not be provided in advance of the arbitration. (Jt. Exh. 1(L).)

On May 2, 2016, the Union, via email and first class mail, renewed its request for the information originally sought in its April 8, 2016 letter, and additionally requested that Respondent furnish it with punch cards and time clocks for all employees performing work in the District Council's jurisdiction as well as Daily Reports, Charge Orders, Field Work forms, and

Field Labor Expense Reimbursement Reports for all employees in the District Council's jurisdiction. (Jt. Exh. 1(M).)

Having received no response to its May 2 correspondence, on May 13, 2016, the Union, via email, again renewed its requests for the information it had requested on April 8, 2016, and May 2, 2016. (Jt. Exh. 1(N).) Four days later, on May 17, 2016, the Union, via email, once again renewed its request for the information requested on April 8, 2016, and May 2, 2016, and additionally requested Respondent furnish it with Installers' Calendars and Job Lists by June 1, 2016. (Jt. Exh. 1(N),) Neither a response nor any documents were forthcoming.

On June 7, 2016, the Union, via email, yet again renewed its request for the information requested on April 8, 2016 and May 2 and 17, 2016. (Jt. Exh. 1(N).) This time, counsel for Respondent responded by objecting to the requests as over broad, unduly burdensome, and not relevant, and requested that the information requests be narrowed. (Jt. Exh. 1(O).)

On June 8, 2016, the Union wrote to the arbitrator assigned to hear the parties' grievances, requesting that he order Respondent to produce the documents the Union had requested on April 8, 2016 and May 2 and 17, 2016. (Jt. Exh. 1(P).) The arbitration was scheduled for June 14, 2016, and the Union also requested a conference call with the arbitrator, if necessary. Respondent opposed the Union's request regarding the production of documents (Jt. Exh. 1(Q)), and a conference call was held on June 10, 2016, during which the arbitrator ordered Respondent to produce a limited number of documents.

Following the call, on June 10, 2016, the Union, via email, requested that Respondent provide it with the information ordered by the arbitrator to produce, including certain documents responsive to its April 8, 2016 and May 2 and 17, 2016 requests. The Union included redacted samples of some of the forms of documents it was seeking.[4] (Jt. Exh. 1(R).)

On June 28, 2016, the Union, via email and first class mail, renewed its assertion that it is entitled to the information it requested on April 8, 2016, May 2 and 17, 2016, and June 8 and 10, 2016. Nonetheless, it made a narrowed request that Respondent furnish it with the following documents related to employees Juan Oyola, Junior Reyes, Carlos Alvarez, Anthony Tirlokhi, and Chandradat Mahaye, by July 1, 2016:

"For the period 8/11/14 to the present:

- Daily reports
- Field labor reimbursement reports
- Charge orders
- Field work forms
- Installers calendars

[4] Respondent had apparently denied being aware of certain forms of documents which the Union had identified during the conference call as having been used by Respondent and provided to the Union by unit employees.

- Punch/swipe cards
- Timeclock records
- Any and all documents indicating names and job titles of employees who have or had use of a company van or vehicle and dates of such use
- Any and all documents indicating names and job titles of employees who have or had use of a corporate credit card and dates of such use"

(Jt. Exh. 1(T).)

Notwithstanding the Union's multiple requests, the arbitrator's order, and its own representations at the June 14, 2016 arbitration hearing, Respondent continued to dispute its obligation to provide information to the Union, and still had not provided any documents to the Union at the time the underlying charge in this case was filed on July 28, 2016.

Finally, on October 6, 2016, the Union served a subpoena duces tecum on Respondent. Respondent objected to the subpoena in its entirety as "over-broad, vague and ambiguous, unduly burdensome and irrelevant" and "nearly entirely duplicative of prior information requests served by the Union" to which Respondent had already objected. (Jt. Exh. 1(W).) Nevertheless, Respondent indicated that it would endeavor to provide certain documents.

Thereafter, on October 13, 2016, over 6 months after the Union's initial request for information, Respondent produced a limited number of documents to the Union, including the following: (1) Charging Orders for Carlos Alvarez from June 11, 2015, through August 31, 2015; and (2) Charging Orders for Juan Oyola (Oquendo) from January 27, 2016, through April 26, 2016. Later, on February 16, 2017, Respondent also produced timecards and check view information for Carlos Alvarez, Juan Oyola (Oquendo), and Junior Reyes. (Jt. Exh. 1(X and Y).)

It is undisputed that Respondent did not provide documents responsive to any of the Union's information requests which began on April 8, 2016, until October 13, 2016.

ANALYSIS

The Supreme Court has long held that an employer must provide a union, on request, with relevant information that is necessary for the proper performance of its duties as the exclusive bargaining representative. *NLRB v. Truitt Mfg. Co.,* 351 U.S. 149, 153 (1956). Indeed, the Supreme Court has held that an employer's duty to bargain collectively extends beyond periodic contract negotiations and includes its obligation to furnish information that allows a union to decide whether to process a grievance under an existing contract. *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 436 (1967).[5]

> "A labor organization's right to information exists not only for the purpose of negotiating a collective-bargaining agreement, but also for the proper administration of an existing contract, including the bargaining required to resolve employee grievances." *Southern*

[5] This is often referred to as "policing the contract." See, e.g., *United Graphics, Inc.*, 281 NLRB 463, 465 (1986).

California Gas Co., 344 NLRB 231, 235 (2005) (*citing Hobelmann Port Services*, 317 NLRB 279 (1995); *Westinghouse Electric Corp.*, 239 NLRB 106, 107 (1978).

Accordingly, the Board has long held that Section 8(a)(5) of the Act obligates an employer to furnish requested information which is potentially relevant to the processing of grievances. "An actual grievance need not be pending nor must the requested information clearly dispose of the grievance." *United Technologies Corp.*, 274 NLRB 504 (1985). However, if there does exist a pending grievance, "an employer's duty to furnish information relevant to the processing of a grievance does not terminate when the grievance is taken to arbitration." *Lansing Automakers Federal Credit Union*, 355 NLRB 1345, 1353 (2010).

Information requests regarding bargaining unit employees' terms and conditions of employment are "presumptively relevant" and must be provided. *Whitesell Corp*., 352 NLRB 1196, 1197 (2008), adopted by a three-member Board, 355 NLRB 649 (2010), enfd. 638 F.3d 883 (8th Cir. 2011). There is no burden on the part of the Union to prove the relevance of or explain the need for this type of presumptively relevant information.

By contrast, where the requested information is not directly related to the bargaining unit, the information is not presumptively relevant, and the requesting party does have the burden of establishing the relevance of the requested material. *Disneyland Park*, 350 NLRB 1256, 1257 (2007); *Earthgrains Co.*, 349 NLRB 389 (2007). Even in those situations where a showing of relevance is required, whether because the presumption has been rebutted or because the information requested concerns nonunit matters, the standard for establishing relevancy is the liberal, "discovery-type standard." *Alcan Rolled Products*, 358 NLRB 37, 40 (2012). *Caldwell Mfg. Co.*, 346 NLRB 1159, 1160 (2006).

1. The information sought by the Union is presumptively relevant.

Based on my review of the Union's requests, I find that they all relate directly to terms and conditions of employment of unit employees and/or employees covered by the CBA and in the Union's jurisdiction. Indeed, all of the information sought by the Union relates specifically to pay, work assignments and schedules, job titles and duties, and expense reimbursements. As such, the information is presumptively relevant, and the Act requires that it be furnished without the need for the Union to establish relevance.

Respondent does not address the Board's "presumptively relevant" standard, but nevertheless argues that the requested information is not relevant and necessary to the Union's performance of its duties. It bases its argument on its mistaken belief that the Union was only entitled to information for purposes of pursuing its pending arbitration. But, that is simply not true. Ms. Sikolakas credibly testified that her information requests, though prompted by the pending arbitration, were not limited to the needs of that arbitration.

Indeed, the extended period for which information was sought suggests exactly the opposite: that the requested information was needed more generally for the Union to effectively perform its duties as the exclusive representative of the bargaining unit, and to "police the contract." See *United Graphics, Inc*., 281 NLRB 463, 465 (1986) (the Board held that information presumptively relevant to the union's role as bargaining agent must be provided to the union as it "relates directly to the policing of contract terms").

Moreover, in her correspondence repeatedly seeking the requested information, in which she offered to narrow the scope of her request in a variety of ways, Ms. Sikolakas repeatedly

noted that those offers were without prejudice to the Union's position that it continued to be entitled to all the information it had originally requested, as well as additional information it requested over the course of over 6 months during which Respondent provided nothing. I find this further bolsters the Union's argument that it was seeking information for more than just the pending arbitration, and I further find that Respondent has not rebutted the presumption of relevance that attached to all of the information the Union requested.

2. Deferral is inappropriate in this 8(a)(5) information case

Respondent's primary argument appears to be that the Board should defer to the ruling of the Arbitrator with respect to what is relevant and necessary for the production of documents. This argument falls short for two reasons.

First, Respondent is essentially arguing that the issue of whether it was required to provide information to the Union in the first place should be deferred to the separate arbitration process. In this regard, the Board has long held that deferral is not appropriate in 8(a)(5) information request cases. See e.g. *United Technologies Corp*., 274 NLRB 504, 505 (1985); Daimler Chrysler Corp., 331 NLRB 1234, 1234 fn. 2 (2000), enfd. 288 F.3d 434 (D.C. Cir 2002); Chapin Hill at Red Bank, 360 NLRB No. 27 fn. 2 (2014).

The exception to this non-deferral rule is in cases where the parties' contract contains language that acts as a waiver on the part of the Union to receive information it would otherwise be entitled to under Section 8(a)(5) of the Act. The Board, which generally disfavors waivers, requires a waiver of statutory rights to be expressed in clear and unmistakable terms. *Timken Roller Bearing Co.*, 138 NLRB 15, 16 (1962). "The mere existence of a grievance procedure is not sufficient to constitute a waiver of a union's statutory right to request information from the employer." *United Technologies Corp.,* supra at 507 (*citing Timken, supra*).

Here, there is no allegation that the parties' CBA contained any language regarding the production of information, and there is no suggestion that the Union waived any right to receive the information it had repeatedly requested. To the contrary, at all times, the Union reserved its rights under the Act to receive the requested information.

Second, in a situation such as the one herein, where information is being sought both for purposes of a specific arbitration and also generally for policing of the parties' contract, an arbitrator's decision as to what is relevant in the proceeding before him/her would have no bearing on whether information was otherwise relevant and necessary for the proper performance of the Union's duties. Indeed, in *U.S. Postal Service*, 332 NLRB 635, 636 (2000), the Board adopted the judge's recommendation finding that while the underlying grievance was settled, this does not render the issue (of the request for information) moot.

Accordingly, I find no basis for deferring to the arbitrator's order regarding what information was required for the limited purpose of litigating the arbitration before him, and therefore, I find that deferral would be inappropriate.

3. Respondent failed and refused to furnish the Union with presumptively relevant information.

The General Counsel alleges, and I find, that Respondent violated Section 8(a)(5) and (1) of the Act when, since about April 8, 2016, Respondent failed or refused to provide the

Union with presumptively relevant information, which it requested and is entitled to as the exclusive collective-bargaining representative of the unit.

The facts are not in dispute. Indeed, Respondent failed to furnish the Union with any documents at all for over 6 months from the date of the Union's initial April 8, 2016 request for information. The burden is on an employer, once relevance is established, to provide an adequate explanation or valid defense to its failure to provide the information in a timely manner. *Woodland Clinic*, supra, *Coca-Cola Bottling Co.*, 311 NLRB 424, 425 (1993). Respondent has not met that burden.

Therefore, because the information requested was presumptively relevant, and that presumption has not been rebutted, I find Respondent violated Section 8(a)(5) and (1) of the Act.

3. Respondent unreasonably delayed in furnishing the Union with the requested information.

The General Counsel amended its complaint at the hearing to acknowledge receipt of certain documents from Respondent, but to allege that Respondent violated Section 8(a)(5) and (1) of the Act because the Respondent's delay in providing the information was unreasonable. Respondent counters merely that it provided documents in response to the arbitrator's June 10, 2016 ruling, without ever addressing the reasonableness of the amount of time that had transpired, and maintains that it "responded" to the Union's requests with its blanket refusals to provide information it claimed was "overbroad" and "unduly burdensome."

The failure to *timely* provide relevant information requested is a separate 8(a)(5) violation of the Act. An employer must timely respond to a union's request seeking relevant information even when the employer believes it has grounds for not providing the information. *Regency Service Carts*, 345 NLRB 671, 673 (2005) ("When a union makes a request for relevant information, the employer has a duty to supply the information in a timely fashion or to adequately explain why the information will not be furnished"); *Kroger Co.*, 226 NLRB 512, 513– 514 (1976). Absent evidence justifying an employer's delay in furnishing such information, such a delay is violative of the Act.

Because, I have found that the Union was entitled to all the information sought at the time it made its initial request, it was the employer's duty to furnish it as promptly as possible. *Monmouth Care Center*, 354 NLRB 11, 41 (2009); *Woodland Clinic*, 331 NLRB 735, 737 (2000). Here, the Union received no information at all from Respondent until October 13, 2016, when Respondent produced Charge Orders for two employees for approximately three months each; and later on February 16, 2017, when Respondent produced timecards and check view information for those same two employees and one additional employee. I find that to have been an unreasonable delay in furnishing such information, which is as much of a violation of Section 8(a)(5) as a refusal to furnish the information at all. *Monmouth Care*, supra; *Woodland Clinic*, supra; *Valley Inventory Service*, 295 NLRB 1163, 1166 (1989).

In addition, based on the factors that are considered in evaluating whether Respondent exhibited a reasonable good-faith effort to respond to the information requests, I find that Respondent's arguments fail. It is clear that Respondent's actions, given the totality of the circumstances, do not meet the definition of reasonable promptness as set forth in *West Penn Power Co.* and see *Allegheny Power*, 339 NLRB 585 (2003) (factors to consider in assessing

the promptness of the response are complexity and extent of the requested information, its availability, and difficulty in accessing the information.)

Respondent's witness did not testify, nor is it otherwise apparent, that the Union's requests for information were overly complex or voluminous. Its repeated objection was its bare assertions, without any specific support, that the Union's requests were "overbroad" and "unduly burdensome," and that a response would produce a large number of pages. Nor was there any evidence presented to establish that information was unavailable or that it would take more than a minimal amount of time to access the information.

The limited response that was made came over 6 months after the Union's initial request for information. I find that this clearly constitutes an unreasonable delay. *Regency Service Carts, Inc.*, 345 NLRB 671, 674 (2005) (the Board found a 16-weeks delay in providing information unreasonable); *Bundy Corp.*, 292 NLRB 671 (1989) (the Board found a 6-weeks delay in providing information unreasonable); *Woodland Clinic*, 331 NLRB 735, 737 (2000) (the Board found a 7-weeks delay in furnishing information unreasonable); *Postal Service*, 332 NLRB 635 (2000) (the Board found that a 5-weeks delay in furnishing information unreasonable); *Postal Service*, 354 NLRB 412 (2009) (the Board found that a 28-day delay in providing information unreasonable).

For the reasons discussed above, Respondent had no reasonable basis for delaying the furnishing of information pending a ruling by an arbitrator. I find that the delay was just an extension of its initial refusal to provide any documents whatsoever to the Union. Accordingly, I find Respondent's delay in providing what limited response it did to the Union's request for information was unreasonable and thus violates Section 8(a)(5) and (1) of the Act.

Conclusions of Law

1. Respondent, L.I.F. Industries a/k/a Long Island Fire Proof Door, is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union, New York City & Vicinity District Council of Carpenters, is a labor organization within the meaning of Section 2(5) of the Act and represents a bargaining unit comprised of workers employed by the Respondent.

3. Since on or about April 8, 2016, Respondent has committed unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act by refusing to bargain collectively with the Union by failing and refusing to furnish it with information it requested on April 8 and 12, 2016, May 2, 13, and 17, 2016, and June 7, 10, and 28, 2016, that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of Respondent's unit employees.

4. Since on or about April 8, 2016, Respondent has violated Section 8(a)(5) and (1) of the Act by its unreasonable delay in providing the Union with relevant and necessary information the Union requested.

5. The Respondent's above-described unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

Remedy

Having found that the Respondent has engaged in conduct in violation of Section 8(a)(5) and (1) of the Act, I shall recommend that it cease and desist from engaging in such conduct and take certain affirmative action designed to effectuate the policies of the Act.

In particular, I shall recommend that, to the extent it has not already done so, Respondent shall timely furnish the following information to the Union: all of the information in the Union's April 8, 2016, May 2 and 17, 2016, and June 10 and 28, 2016 information requests

I shall also recommend that Respondent be required to notify its employees that the Union is entitled to request and receive information related to its role as collective-bargaining representative, and Respondent will not withhold from, nor unreasonably delay providing to, the Union information which the Union is lawfully entitled to request and receive.

Therefore, Respondent will be ordered to post and communicate by electronic post to employees the attached Appendix and Notice. On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[6]

ORDER

Respondent, L.I.F. Industries a/k/a Long Island Fire Proof Door, its officers, agents, and representatives, shall

1. Cease and desist from

   (a) Refusing to bargain collectively with the Union, New York City and Vicinity District Council of Carpenters, by failing and refusing to and/or unreasonably delaying in providing the Union information requested that is necessary and relevant to its role as the exclusive representative of the Respondent's unit employees at its Port Washington, New York facility.

   (b) In any like or related manner, interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed to them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the purposes and policies of the Act.

   (a) Furnish to the Union, in a timely manner, all of the information in the Union's April 8, 2016, May 2 and 17, 2016, and June 10 and 28, 2016 information requests.

   (b) Within 14 days after service by the Region, post at its Port Washington location copies of the attached notice marked "Appendix."[7] Copies of the notice, on forms provided by the Regional Director for Region 29 after being signed by Respondent's

[6] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[7] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

authorized representative, shall be posted by Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to the physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or internet site, and/or other electronic means, if Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, Respondent has gone out of business or closed the facility involved in these proceedings, Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by Respondent at any time since June 27, 2015.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply.

Dated, Washington, D.C. May 12, 2017

Jeffrey P. Gardner
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.
To organize
To form, join, or assist any union
To bargain collectively through representatives of their own choice
To act together for other mutual aid or protection
To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to bargain collectively and in good faith with the Union, New York City and Vicinity District Council of Carpenters by failing and refusing to furnish it with requested information in a timely manner that is relevant and necessary to the Union's performance of its duties as the collective-bargaining representative of our unit employees at our Port Washington facility.

WE WILL NOT in any like or related manner fail and refuse to bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of our employees in the Unit.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed to you by Section 7 of the Act.

WE WILL furnish to the Union in a timely manner the information it requested in its April 8, 2016, May 2 and 17, 2016, and June 10 and 28, 2016 information requests

L.I.F. Industries a/k/a Long Island Fire Proof Door
(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

Two Metro Tech Center, 100 Myrtle Avenue, Suite 5100, Brooklyn, NY 11201-3838
(718) 330-7713, Hours: 9 a.m. to 5:30 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/29-CA-181174 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (718) 765-6190.